

RECORDATION NO. 7113  
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VERSTATE COMMERCE COMMISSION

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SECURITY AGREEMENT

in the form of a

CHATTEL MORTGAGE

from

BANGOR AND AROOSTOOK RAILROAD COMPANY

to

MELLON BANK, N.A.

Dated as of July 17, 1973

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SECURITY AGREEMENT  
in the form of a  
CHATTEL MORTGAGE

THIS CHATTEL MORTGAGE, dated as of July 17, 1973 from BANGOR AND AROOSTOOK RAILROAD COMPANY, a Maine corporation (hereinafter referred to as the "Mortgagor"), to MELLON BANK, N.A., a national banking association (hereinafter referred to as the "Mortgagee").

WITNESSETH THAT:

WHEREAS, the Mortgagee, pursuant to a Bank Credit Agreement, dated June 29, 1973 (the "Credit Agreement"), has agreed to lend to the Mortgagor at any time or from time to time from June 29, 1973 to September 15, 1973 up to the aggregate sum of One Million Six Hundred Thousand Dollars (\$1,600,000), and the Mortgagor has agreed to repay amounts so loaned (the "Loans") in installments as specified in the Credit Agreement together with interest on the unpaid portions of the Loans at rates specified in the Credit Agreement, payable with each installment of principal and at maturity or earlier payment; the obligation of the Company to repay the Loans and to pay such interest thereon being referred to herein as the "Debt"; and

WHEREAS, the parties hereto desire to secure payment of the Debt and the performance of the covenants and conditions set forth herein and in the Credit Agreement;

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants hereinafter set forth and intending to be legally bound hereby, agree and covenant as follows:

Section 1. The Mortgage. Mortgagor does hereby grant, mortgage and convey unto the Mortgagee, its successors and assigns, the 200 railroad cars described in Schedule A attached hereto and made a part hereof, which are owned by the Mortgagor, together with any and all accessories, parts, improvements and equipment now or hereafter affixed to each and every of the said cars (all being hereinafter referred to as the "Equipment");

TO HAVE AND TO HOLD the Equipment unto the Mortgagee, its successors and assigns, to its and their sole use forever;

PROVIDED, HOWEVER, that because the Equipment is granted, mortgaged and conveyed hereunder by the Mortgagor to the Mortgagee as a security interest for payment of the Debt and performance by the Mortgagor of its other obligations under the Credit Agreement and this Chattel Mortgage, if and when the Mortgagor, or its successors and assigns, shall pay such Debt in full and fulfill all of its and their obligations hereunder and thereunder then this Chattel Mortgage shall be void and of no effect, otherwise this Chattel Mortgage shall remain in full force and effect.

Section 2. Title to Equipment. The Mortgagor for itself and its successors and assigns does hereby covenant to and with

the Mortgagee, its successors and assigns, that the Mortgagor is lawfully possessed of the Equipment, that the Equipment is Mortgagor's own property free and clear from any and all liens or encumbrances other than the lien of the First Mortgage, as defined in Section 1(g) of the Credit Agreement, which lien has been subordinated to the lien hereof, and that the Mortgagor, its successors and assigns, shall warrant and defend the Equipment to the Mortgagee, its successors and assigns, against the claims, demands and rights of any and all persons.

Section 3. Marking of Equipment. The Mortgagor will cause each unit of the Equipment to continue to be numbered with its identifying number as set out in Schedule A hereto and will promptly cause (and thereafter keep and maintain) plainly, distinctly, permanently and conspicuously marked on each side of such unit, in letters not less than one inch in height, the following:

SUBJECT TO SECURITY AGREEMENT  
MELLON BANK, N.A.  
SECURED PARTY

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the security interest of the Mortgagee in the Equipment and its right under this Chattel Mortgage. The Mortgagor will replace promptly any such name and word or words which may be removed, defaced or destroyed. The Mortgagor will not change the numbers of any such unit except with the consent of the Mortgagee and in accordance with a statement

of new numbers to be substituted therefor, which consent and statement previously shall have been filed with the Mortgagee by the Mortgagor and shall be promptly filed and recorded by the Mortgagor with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

Except as above provided, the Mortgagor will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Mortgagor may cause the Equipment to be lettered "Bangor and Aroostook", "BAR", or in some other appropriate manner for convenience of identification of the interest of the Mortgagor therein.

Section 4. Maintenance and Repairs. The Mortgagor will at all times maintain the Equipment in good order and repair at its own expense.

Section 5. Compliance with Laws and Rules. During the term of this Chattel Mortgage the Mortgagor will comply in all respects with all laws of the jurisdictions in which its operations involving the Equipment may extend, with the Interchange Rules of the Association of American Railroads and with all lawful rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws and

rules affect the operation or use of the Equipment; and in the event that such laws or rules require the alteration of the Equipment, the Mortgagor will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that the Mortgagor may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Mortgagee, adversely affect the property or rights of the Mortgagee hereunder.

Section 6. Reports and Inspections. On or before March 1 in each year, commencing with the year 1974, the Mortgagor will furnish to the Mortgagee an accurate statement, as of the preceding December 31, (a) showing the amount, description and numbers of the Equipment then covered hereby, the amount, description and numbers of all units of the Equipment that may have suffered a Casualty Occurrence (as defined in Section 10 hereof), whether by accident or otherwise, during the preceding year (or since the date of this Chattel Mortgage in the case of the first such statement), the book value of each unit of the Equipment and such other information regarding the condition and state of repair of the Equipment as the Mortgagee may reasonably request, and (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 3 hereof have been preserved or replaced. Such statement

shall be certified by the Chief Executive Officer or the Chief Financial Officer of the Mortgagor. The Mortgagee shall have the right, by its agents, to inspect the Equipment and the Mortgagor's records with respect thereto from time to time as shall be reasonable.

Section 7. Possession and Use. The Mortgagor, so long as it shall not be in default in payment of the Debt or under this Chattel Mortgage or the Credit Agreement, shall be entitled to the possession of the Equipment and the use thereof upon the lines of railroad owned or operated by it or over which it has trackage rights and upon connecting and other railroads in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Chattel Mortgage.

Section 8. Prohibition Against Liens. The Mortgagor will pay or satisfy and discharge any and all sums claimed by any party by, through or under the Mortgagor or its successors or assigns which, if unpaid, might become a lien or a charge upon the Equipment, or any unit thereof, equal or superior to the security interest of the Mortgagee therein, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Mortgagee, adversely affect the property or rights of the Mortgagee hereunder.

This covenant will not be breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent.

Section 9. Indemnities and Warranties. The Mortgagor agrees to indemnify, protect and hold harmless the Mortgagee from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including counsel fees, arising out of the holding by the Mortgagee of a security interest in the Equipment, or in connection with the use and operation thereof by the Mortgagor during the period when the Mortgagee holds the security interest therein granted hereunder. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the Debt or the termination of this Chattel Mortgage in any manner whatsoever. The Mortgagor will bear the risk of, and shall not be released from its obligations hereunder in the event of, any damage to or destruction or loss of any unit of or all the Equipment.

Section 10. Lost, Destroyed or Damaged Equipment. In the event that any unit of the Equipment shall be worn out, lost, destroyed, irreparably damaged or otherwise rendered permanently



unfit for use from any cause whatsoever (such occurrence being hereinafter called "Casualty Occurrences") prior to the payment in full of the Debt, together with all other payments required by the Credit Agreement or hereunder, the Mortgagor shall, within 10 days after it shall have been determined that a unit has suffered a Casualty Occurrence, inform the Mortgagee in writing of the date of such Casualty Occurrence and the identification number and book value of such unit of Equipment. If, prior to such Casualty Occurrence, more than 10 units of Equipment have suffered a Casualty Occurrence during the year commencing the prior June 1, on the date of the next installment of the Loans due thereafter the Mortgagor shall, in addition to the payment that may then be due, prepay a principal amount of the Loans in an amount equal to the then present value of such unit as shown on the books of the Mortgagor prepared in accordance with Standard Accounting Rules (as defined in Section 1(k) of the Credit Agreement). Any amounts so prepaid shall be so applied to reduce installments thereafter falling due, in the inverse order of their scheduled maturities, after payment by the Mortgagor of all interest then accrued on each installment or portion thereof so prepaid.

Section 11. Remedies. The following provisions shall apply in the event that the Loans shall have been declared or become immediately due and payable pursuant to Section 7 of the Credit Agreement;

- (a) The Mortgagee may, upon such further notice, if any, as may be required for compliance with any mandatory requirement of law then in force and applicable to the action to be taken by the Mortgagee, take or cause to be taken by its agent or agents immediate possession of the Equipment, or any unit thereof, without liability to return to the Mortgagor any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Section 11 expressly provided, and may remove the same from possession and use of the Mortgagor and for such purpose may enter upon the Mortgagor's premises or any other premises where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Mortgagor, with or without process of law.
- (b) In case the Mortgagee shall rightfully demand possession of the Equipment in pursuance of this Chattel Mortgage and shall reasonably designate a point or points upon the lines of the Mortgagor for the delivery of the Equipment to the Mortgagee, the Mortgagor shall, at its own expense, forthwith and in the usual manner, cause the Equipment to be moved to such point or points on its lines as shall be designated by the Mortgagee and shall there deliver the Equipment or cause it to be delivered to the Mortgagee. At the option of the Mortgagee, the Mortgagee may keep the Equipment on any of the lines of railroad or premises of the Mortgagor until the Mortgagee shall have leased, sold or otherwise disposed of the same; and for such purpose the Mortgagor agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Mortgagee reasonably convenient to the Mortgagor. This agreement to deliver the Equipment and to furnish facilities for its storage as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, the Mortgagee shall be entitled to a decree against the Mortgagor requiring specific performance hereof. The Mortgagor hereby expressly waives any and all claims against the Mortgagee and its agent or agents for damages of whatever nature in connection with any retaking of any unit of the Equipment in any reasonable manner.

- (c) The Mortgagee (after retaking possession of the Equipment as hereinabove in this Section 11 provided) may at its election and upon notice as hereinafter set forth retain the Equipment in satisfaction of the Debt and make such disposition thereof as the Mortgagee shall deem fit. Written notice of the Mortgagee's election to retain the Equipment shall be given to the Mortgagor by telegram or registered mail, addressed as provided in Section 19 hereof, and to any other persons to whom the law may require notice within 30 days after the Loans shall have been declared or become immediately due and payable. In the event that the Mortgagee should elect to retain the Equipment and no objection is made thereto within the 30-day period described in the second proviso below all the Mortgagor's rights in the Equipment shall thereupon terminate and all payments made by the Mortgagor may be retained by the Mortgagee as compensation for the use of the Equipment by the Mortgagor; provided, however, that if the Mortgagor, before the expiration of such 30-day period, should pay or cause to be paid to the Mortgagee the total unpaid balance of the Loans, together with interest thereon accrued and unpaid and all other payments due under the Credit Agreement and this Chattel Mortgage, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Mortgagor; provided, further, however, that if the Mortgagor or any other persons notified under the terms of this paragraph object in writing to the Mortgagee within 30 days from the receipt of notice of the Mortgagee's election to retain the Equipment, then the Mortgagee may not so retain the Equipment, but shall sell, lease or otherwise dispose of it or continue to hold it pending sale, lease or other disposition as hereinafter provided or as may otherwise be permitted by law. If the Mortgagee shall have given no notice to retain as hereinabove provided or notice of intention to dispose of the Equipment in any other manner, it shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Section 11.

- (d) The Mortgagee, with or without retaking possession thereof at its election and upon reasonable notice to the Mortgagor and to any other persons to whom the law may require notice of the time and place, may sell the Equipment, or any unit thereof, free from any and all claims of the Mortgagor or any other party claiming by, through or under the Mortgagor at law and in equity, at public or private sale and with or without advertisement as the Mortgagee may determine; provided, however, that if, prior to such sale or prior to the making of a contract for such sale, the Mortgagor should tender full payment of the Loans, together with interest thereon accrued and unpaid and all other payments due under the Credit Agreement and this Chattel Mortgage as well as expenses of the Mortgagee in retaking, holding and preparing the Equipment for disposition and arranging for the sale and the Mortgagee's reasonable attorneys' fees, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Mortgagor. The proceeds of such sale, less the attorneys' fees and any other expenses incurred by the Mortgagee in taking possession of, removing, storing and selling the Equipment, shall be credited on the amount of the Debt due to the Mortgagee.
- (e) Any sale hereunder may be held or conducted at such place or places and at such time or times as the Mortgagee may specify, in one lot and as an entirety, or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Mortgagee may determine; provided, however, that the Mortgagor shall be given written notice of such sale not less than 10 days prior thereto, by telegram or registered mail addressed to the Mortgagor as provided in Section 19 hereof. If such sale shall be a private sale, it shall be subject to the right of the Mortgagor to purchase or provide a purchaser, within 10 days after notice of the proposed sale price, at the same price offered by the intending purchaser or a better price. The Mortgagee or the Mortgagor may bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale. In the event that the Mortgagee shall be the purchaser thereof, it shall not be accountable

to the Mortgagor (except to the extent of surplus money received as hereinafter provided in this Section 11), and in payment of the purchase price therefor the Mortgagee shall be entitled to have credited on account thereof all of the Debt to the Mortgagee from the Mortgagor.

- (f) Each and every power and remedy hereby specifically given to the Mortgagee shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Mortgagee. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the rights to exercise any other or others.
- (g) If, after applying all sums of money realized by the Mortgagee under the remedies herein provided, there shall remain due to Mortgagee any amount of the Debt or any amount under the Credit Agreement or this Chattel Mortgage, the Mortgagor shall pay the amount of such deficiency to the Mortgagee upon demand, and, if the Mortgagor shall fail to pay such deficiency, the Mortgagee may bring suit therefor and shall be entitled to recover a judgment therefor against the Mortgagor. If, after applying as aforesaid all sums realized by the Mortgagee, there shall remain a surplus in the possession of the Mortgagee, such surplus shall be paid to the Mortgagor.
- (h) The Mortgagor will pay all reasonable expenses, including attorneys' fees, incurred by the Mortgagee in enforcing its remedies under the terms of this Chattel Mortgage. In the event that the Mortgagee shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Mortgagee may recover reasonable expenses, including attorneys' fees, and the amount thereof shall be included in such judgment.
- (i) The foregoing provisions of this Section 11 are subject in all respects to all mandatory requirements of law at the time in force and applicable thereto.

Section 12. Insurance. The Mortgagor will cause to be carried and maintained on and with respect to the Equipment, at its own cost and expense, liability insurance in such amounts, in such form and with such insurance companies, underwriters or funds as is usually carried by companies engaged in a business similar to that of the Mortgagor but in no event shall the amounts of such insurance be less than the insurance carried by the Mortgagor on similar equipment which it owns. All liability insurance policies required by the terms of this Section 12 and all direct damage policies which the Mortgagor chooses to carry with respect to the Equipment shall name both the Mortgagee and the Mortgagor as insureds. Unless the Mortgagee shall otherwise agree in writing, each liability policy shall provide for all losses to be paid on behalf of the Mortgagee and the Mortgagor as their respective interests may appear, and each direct damage policy shall provide for all losses to be paid directly to the Mortgagee. With respect to proceeds received under direct damage policies, it is agreed as between the Mortgagee and the Mortgagor that (i) any such proceeds resulting from an actual or constructive total loss of any unit of the Equipment will be applied in reduction of the Mortgagor's obligation to pay the sum provided for in Section 10 hereof, if such sum is required to be paid and has not already been paid by the Mortgagor, or, if such sum has already been paid by the Mortgagor, shall be applied to reimburse the Mortgagor for the

payment made by it and the balance, if any, remaining will be paid over to or retained by the Mortgagor provided the Mortgagor is not in default in payment of the Debt or in performance of any of its obligations hereunder or under the Credit Agreement and (ii) any such proceeds resulting from a loss other than an actual or constructive total loss of a unit of the Equipment will be applied in payment for repairs in accordance with the terms of Section 4 hereof, if not already paid for by the Mortgagor, or if already paid for by the Mortgagor, shall be applied to reimburse the Mortgagor for the payment made by it and the balance, if any, remaining thereafter will be paid over to or retained by the Mortgagor provided the Mortgagor is not in default in payment of the Debt or in performance of any of its obligations hereunder or under the Credit Agreement. The Mortgagor will cause each insurer to agree (either by endorsement upon such policy or by letter addressed to the Mortgagee) to give the Mortgagee at least 10 days' written notice of any alteration in the terms of such policy or of the cancellation thereof or refusal to renew or extend the same in whole or in part. The Mortgagor agrees to provide the Mortgagee with evidence satisfactory to the Mortgagee of compliance by the Mortgagor with the terms of this Section 12.

Section 13. Assignment By Mortgagor. The Mortgagor shall not (a) assign or transfer this Chattel Mortgage or any of its rights hereunder nor transfer nor sublet the Equipment or any unit thereof without the Mortgagee's prior written consent or (b)

cause or permit the Equipment or any unit thereof (i) to be pledged or held for any debt or obligation owing by the Mortgagor or to be in any manner encumbered, except as specified in Section 2 hereof, or (ii) to pass out of the Mortgagor's control, except in the ordinary course of interchange of freight cars with connecting railway carriers. An assignment or transfer to a railroad company (including a successor corporation by consolidation or merger) which shall acquire all or substantially all the lines of railroad of the Mortgagor, and which, by execution of an appropriate instrument satisfactory to the Mortgagee, shall assume and agree to perform each of and all the obligations and covenants of the Mortgagor hereunder, shall not be deemed a breach of this covenant.

Section 14. Assignment By Mortgagee. All or any of the rights, benefits and advantages of the Mortgagee under this Chattel Mortgage including the right to receive the payments herein provided to be made by the Mortgagor, may be assigned by the Mortgagee and reassigned by any assignee at any time or from time to time under the following terms and conditions:

- (a) Upon any such assignment either the assignor or the assignee shall give written notice to the Mortgagor, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall by virtue of such assignment, acquire all of the Mortgagee's right, title and interest in and to the Equipment, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Mortgagor of the notification of any such assignment, all payments thereafter to be made



by the Mortgagor shall, to the extent so assigned, be made to the assignee at the address of the assignee specified in the aforesaid notice.

- (b) In the event of any such assignment, or successive assignments by the Mortgagee of the Mortgagee's rights hereunder with respect to the Equipment, the Mortgagor will, whenever requested by such assignee, change the names and word or words to be marked on each side of each unit of the Equipment so as to indicate the security interest of such assignee in the Equipment, with such names and word or words as shall be specified by such assignee, subject to the requirements of the laws of the jurisdictions in which the Equipment shall be operated relating to such names and word or words for use on equipment covered by chattel mortgages of railroad equipment. The cost of marking such names and word or words shall be borne by the assignee.

Section 15. Applicable State Laws. Any provision of this Chattel Mortgage prohibited by any applicable law of any state, or which by any applicable law of any state would convert this Chattel Mortgage into any instrument other than a Chattel Mortgage, shall as to such state be ineffective, without modifying the remaining provisions of this Chattel Mortgage. Where, however, the conflicting provisions of any applicable state law may be waived, they are hereby waived by the Mortgagor to the full extent permitted by law, to the end that this Chattel Mortgage shall be deemed to be a Chattel Mortgage and enforced as such.

Except as otherwise provided in this Chattel Mortgage, the Mortgagor, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell the Equipment, or any unit thereof, and any other requirements as to the time, place and terms of sale thereof, any other requirements with respect to the enforcement of the Mortgagor's rights hereunder and any and all rights of redemption.

Section 16. Extension Not a Waiver. No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Mortgagee shall impair or affect the Mortgagee's right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Mortgagor shall not otherwise alter or affect the Mortgagee's rights or the Mortgagor's obligations hereunder. The Mortgagee's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Mortgagor's obligations or the Mortgagee's rights hereunder with respect to any subsequent payments or defaults therein.

Section 17. Recording. The Mortgagor will cause this Agreement, any assignment hereof and any amendments or supplements hereto to be filed, recorded or deposited and refiled, re-recorded or redeposited, if necessary, with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and

otherwise as may be required by law or reasonably requested by the Mortgagee for the purpose of proper protection, to the satisfaction of counsel for the Mortgagee, of its security interest in the Equipment and its rights under this Chattel Mortgage or for the purpose of carrying out the intention of this Chattel Mortgage; and the Mortgagor will promptly furnish to the Mortgagee certificates or other evidences of such filing, recording or depositing, and an opinion or opinions of counsel for the Mortgagor with respect thereto, satisfactory to the Mortgagee.

Section 18. Payment of Expenses. The Mortgagor shall pay all costs, charges, and expenses, including counsel fees, incident to the preparation, execution, acknowledgment, delivery, filing, registering and recording of this Chattel Mortgage, and of any instrument supplemental hereto or amendatory hereof, except only assignments or instruments of transfer on the part of the Mortgagee subsequent hereto.

Section 19. Notice. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

- (a) to the Mortgagor, at Northern Maine Junction, Maine 04401, attention Walter E. Travis, with a copy to it, addressed c/o Amoskeag Company, 4500 Prudential Tower, Boston, Massachusetts 02199,

(b) to the Mortgagee, at Mellon Square, Pittsburgh,  
Pennsylvania 15230,

or in accordance with the latest unrevoked, written instructions of such party.

Section 20. Article Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Chattel Mortgage.

Section 21. Effect and Modification of Chattel Mortgage. This Chattel Mortgage, and the schedule relating hereto, exclusively and completely state the rights and agreements of the Mortgagee and the Mortgagor with respect to the Equipment and supersede all other agreements, oral or written, with respect to the Equipment. No variation of this Chattel Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Mortgagee and the Mortgagor.

Section 22. Law Governing. It is agreed that this Chattel Mortgage shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be construed in accordance with the laws of said Commonwealth; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or depositing

hereof and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Chattel Mortgage or any assignment hereof shall be filed, recorded or deposited. The Mortgagor hereby represents and warrants that its chief place of business is located in the State of Maine.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee, respectively, each pursuant to due corporate authority, has caused its name and seal to be affixed hereto as of the day and year first above written.

ATTEST:

BANGOR AND AROOSTOOK RAILROAD  
COMPANY

William M. Thurston  
Clerk

By

Walter F. Farnham  
Executive Vice President

ATTEST:

MELLON BANK, N.A.

W. R. Ireland  
LOAN OFFICER

By

Samuel C. McCallough  
VICE PRESIDENT

STATE OF MAINE  
COUNTY OF PENOBSCOT

)  
) ss:  
)

On this, the 23rd day of July, 1973, before me, a Notary Public, personally appeared Walter E. Travis, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of BANGOR AND AROOSTOOK RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

M. Lucille Brimmer  
Notary Public

My Commission Expires:  
February 11, 1976

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

)  
) ss:  
)

On this, the 17 day of July, 1973, before me, a Notary Public, personally appeared Samuel A. McCullough, to me personally known, who being by me duly sworn, says that he is the Vice President of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Norma M. Klein  
Notary Public

My Commission Expires: 2/3/75

NORMA M. KLEIN, Notary Public  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires February 3, 1975

Schedule A

<u>Number of Units</u>	<u>Type of Unit</u>	<u>Railroad's Car Numbers (both inclusive)</u>
200	70-Ton 50' 6" Box Cars	5800 - 5999